



**OTTAWA-CARLETON
DISTRICT SCHOOL BOARD**

COLLECTIVE AGREEMENT

BETWEEN

**THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
(Hereinafter called "THE EMPLOYER")**

AND

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(Hereinafter called "THE UNION")**

Comprising Members of

OSSTF (District 25) EDUCATIONAL ASSISTANTS

Effective 1 September 2008 to 31 August 2012

12240(05)

EDUCATIONAL ASSISTANTS (OSSTF DISTRICT 25)**EXECUTIVE MEMBERS****OSSTF OFFICE****729-7211****President****Cindy Dubue****Vice-president****Jim Brennan
Claudia Deigan-Garby****Secretary****Kelly Granum****Treasurer****Jean Trant****Chief Negotiator****Cheryl Cavell****Executive Officer****Dennis McMullen
Natasha Baines****Educational Services Officer****Susan Graham****Communication Officer****Lorna Sukey****OSSTF PROVINCIAL OFFICE 1-800-267-7867**

Please contact the following for any specific information you may require concerning this Collective Agreement;

OCDSB OFFICE**596-8211****Human Resources Officer
(Administrative and Support Staff)****ext. 8248****Human Resources Administrator
(Administrative and Support Staff)****ext. 8317****Labour Relations****ext. 8232****Payroll Administrator****ext. 8448**

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ARTICLE 1 - PURPOSE

- 1.01 It is the purpose of this agreement to:
- (a) set forth **within** this agreement terms and conditions of employment together **with** rates of pay, benefits, working conditions **and** other related **provisions** mutually agreed **upon** by the parties; .
 - (b) establish mutually beneficial relations between the Employer **and** the Ontario Secondary School Teachers' Federation (**OSSTF**) **District 25, Educational Assistants** Unit;
 - (c) provide for procedures for the prompt disposition of all matters in dispute between the parties.
- 1.02 Where **reference** indicating **gender** is used throughout this agreement, the **other gender shall be equally included**.

ARTICLE 2 - TERM OF AGREEMENT

- 2.01 This agreement shall be in effect **from 1 September 2008 and shall remain in effect until 31 August 2012, and from year to year thereafter, unless** either party notifies the **other** party **in writing, as to its desire to** renew the Agreement with or without modification, pursuant to the Ontario Labour Relations Act, 1995.
- 2.02 Notwithstanding the period of notice cited in Article 2.01, either party may notify the other, **in writing within the period commencing** one hundred and **twenty (120) calendar days prior to the expiration date, that it desires to renew the Agreement with** or without modification, in accordance with the Ontario Labour Relations Act, 1995.
- 2.03 If either party gives **notice of its desire to renew the Agreement in accordance with** Article 2.01 or Article 2.02, the **parties shall meet within fifteen (15) days from the giving of notice to** commence negotiations for the renewal **of** the agreement in accordance **with** the Ontario Labour Relations Act, 1995.
- 2.04 Amendments to the terms **and** conditions contained in the Agreement during its term shall be made **in writing and only** by mutual consent of **the** Employer and the Bargaining Unit.
- 2.05 Where **legislative changes are made** which directly affect **any provisions of this** agreement, either party may give **notice to the other party** requesting a meeting of the negotiating **teams to address** the matters. This meeting **to** resolve legislative changes **shall** be held within **thirty (30) calendar days unless** the parties mutually agree to **extend** the timeline.

ARTICLE 3 - RECOGNITION

3.01 The Ottawa-Carleton District School Board (hereinafter referred to as "the Employer") recognizes the Ontario Secondary School Teachers' Federation (hereinafter referred to as "the Union") as the bargaining agent for all Educational Assistants in the regular day school, Wednesday Night and Summer School programs, save and except:

- (a) supervisors and persons above the rank of supervisor; and
- (b) persons for whom any trade union held bargaining rights established by the "Bargaining Unit Designation" agreement signed on 30 June 1998; and
- (c) persons who were designated as non-affiliated/union exempt established by the "Bargaining Unit Designation" agreement signed on 30 June 1998.

3.02 In the event that the Employer creates a new position within the bargaining unit, the Employer shall establish the rate of pay for such position, subject to the right of the Union to grieve the established rate of pay,

3.03 The Employer recognizes the right of the OSSTF to authorize the Bargaining Unit or any other duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this collective agreement.

3.04 The OSSTF and the Bargaining Unit recognize the right of the Board to authorize any duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiations and administration of this collective agreement.

ARTICLE 4 - SUMMER SCHOOL AND WEDNESDAY NIGHT SCHOOL PROGRAMS.

4.01 The Educational Assistants employed in the Wednesday Night and Summer School programs shall be hired by posting the vacancies to the Bargaining Unit as set out in Article 23 (Job Posting). The incumbent shall be entitled to remain in the position; in the event the incumbent relinquishes the position, the position shall be reposted,

Educational Assistants in the Wednesday Night and Summer School programs shall be paid in accordance with the following:

Effective September 1, 2008:

| | | | |
|---------|---------|---------|---------|
| step 1 | Step 2 | Step 3 | Step 4 |
| \$14.84 | \$15.60 | \$16.37 | \$17.13 |

Effective September 1,2009:

| | | | |
|---------------|---------------|---------------|---------------|
| Step 1 | Step 2 | Step 3 | Step 4 |
| \$15.29 | \$16.07 | \$16.86 | \$17.64 |

Effective September 1,2010:

| | | | |
|---------------|---------------|---------------|---------------|
| Step 1 | step 2 | Step 3 | Step 4 |
| \$15.75 | \$16.55 | \$17.37 | \$18.17 |

Effective September 1, 2011:

| | | | |
|---------------|---------------|---------------|---------------|
| step 1 | Step 2 | step 3 | Step 4 |
| \$16.22 | \$17.05 | \$17.89 | \$18.72 |

In addition to the above rates, Educational Assistants shall receive 4% vacation pay, Pay shall be subject to statutory deduction. An employee shall progress to the next step of the salary range after the completion of one hundred (100) hours in a Wednesday Night or Summer School program.

All employees shall be paid, by direct deposit to the employee's credit in a branch of a chartered bank, Credit Union, or trust company as designated by the employee and located in the Regional Municipality of Ottawa-Carleton with a computerized system compatible with that used by the Ottawa-Carleton District School Board.

4.02 The following articles shall apply to Wednesday Night and Summer School Program employees:

| | |
|---------------------------------------|------------------------------------|
| Purpose | Management Rights |
| Term of Agreement | No Discrimination |
| Recognition | Federation Leave |
| Strikes and Lockouts | Grievance & Arbitration |
| Union Security | Health and Safety |
| Bargaining Unit Representation | |

ARTICLE 5 - DEFINITIONS

5.01 A Full-time Educational Assistant means an employee required to work 33 hours per week (6.6 hours per day) on a school year basis, exclusive of a forty (40) minute continuous lunch period. Effective 01 September 2011 a Full-time Educational Assistant means an employee required to work 35 hours per week (7.0 hours per day) on a school year basis, exclusive of a forty (40) minute continuous lunch period.

A Part-time Educational Assistant means an employee required to work 16.5 hours per week (3.3 hours per day) on a school year basis. Effective 01 September 2011, a Part-time Educational Assistant means an employee required to work 17.5 hours per week (3.5 hours per day) on a school year basis.

5.02 A "temporary vacancy" means a position created by an approved leave of absence, illness, LTD, or a "Special Project" of up to one year.

5.03 Term refers to those employees who are temporarily employed for a period longer than three consecutive months in the same position. Term employees are hired to replace Regular employees who are off on an approved leave, illness, LTD, or to provide staffing for special assignments that are expected to be temporary in nature.

Where a position is known prior to 31 August to be vacant for a full school year and the term employee is assigned to the position after the first day of school to facilitate the staffing process, they shall be entitled to the provisions of this collective agreement which provides for "Term employees who work a full school year".

The following articles apply to Term employees, with specific exceptions and or exclusions provided for in specific articles:

- | | |
|------------------------------------------------------|------------------------------------|
| Purpose | Sick Leave |
| Term of Agreement | Federation Leave |
| Recognition | Leave of Absence with Pay |
| Definitions | Pregnancy/Parental Leave |
| Strikes & Lock-outs | Staffing and Placement |
| Union Security | Grievance & Arbitration |
| Bargaining Unit Representation | Public Holidays |
| Management Rights | Vacation |
| No Discrimination | Health and Safety |
| Discipline and Discharge (Article 12.03 only) | Human Resource Files |
| Hours of Work | Professional Development |
| Salary | General |
| Benefits | |

5.04 (a) Casual employee refers to those hired on a temporary basis for less than three (3) consecutive months. Casual employees are hired to replace Regular or Term employees who are off sick or Regular employees on an approved leave for less than three (3) months. If the position extends beyond three (3) months, the Casual employee will become a Term employee,

- (b) **The parties agree that where a casual Educational Assistant is used in an emergency situation it shall normally be for a period of no more than four (4) weeks.**

Such period may be extended up to an additional four (4) weeks, in consultation with the President of the Bargaining Unit.

The following articles apply to casual employees, with specific exceptions and/or exclusions provided for in specific articles:

| | |
|---------------------------------------|------------------------------|
| Purpose | No Discrimination |
| Term of Agreement | Hours of Work |
| Recognition | Salary |
| Strikes and Lockouts | Federation Leave |
| Union Security | Grievance/Arbitration |
| Bargaining Unit Representation | Health and Safety |
| Management Rights | General |

5.05 OSSTF means the Ontario Secondary School Teachers' Federation hereinafter referred to as "the Union".

5.06 OSSTF District 25 means the employees represented by the OSSTF employed by the Ottawa-Carleton District School Board hereinafter referred to as "the Bargaining Unit".

5.07 Supervisor shall mean Manager, Principal or Vice-Principal.

ARTICLE 6 - STRIKES AND LOCKOUTS

6.01 **There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall have the meanings ascribed to them in the Ontario Labour Relations Act.**

6.02 **In the event of a strike by other employees of the Board, the parties agree that:**

- i) **the Employer shall notify the President of the Educational Assistants Bargaining Unit immediately when the situation is evident;**
- ii) **a consultative committee comprised of two representatives of the Bargaining Unit and two representatives of the Employer shall meet to discuss the ramifications of the strike as they pertain to members of the Educational Assistants Bargaining Unit.**

Specifically the committee will address the following issues:

- i) the **health, safety and duties of Educational Assistants Bargaining Unit members during the strike;**
- ii) **other strike related issues which may affect members of Educational Assistants Bargaining Unit.**

6.03 In the event of a strike by other Employees of the Board the parties agree that employees in this bargaining unit shall only be required to perform their normal and regular duties including incidental duties associated with their position.

ARTICLE 7 - UNION SECURITY

7.01 All employees covered by this Collective Agreement shall be members of the Union. All newly hired employees shall as a condition of employment become members of OSSTF as of the first day of employment,

All employees covered by this Collective Agreement shall as a condition of employment pay union dues.

Nothing in this provision shall require the Employer to discharge an employee.

7.02 The Employer shall deduct union dues from the salary payments made to employees. OSSTF shall notify the Employer of the OSSTF dues owing. The Union agrees to provide the Employer with at least four (4) weeks notice in writing of its desire to alter the amount of such dues. Such amount shall be a fixed amount that will be deducted from each pay.

7.03 The OSSTF dues deducted in Article 7.02 shall be remitted to the Union, c/o The Treasurer, OSSTF, 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the 15th day of the month following the month which the deductions were made.

7.04 The Employer shall deduct a local levy from the salary payments made to employees. The Bargaining Unit shall notify the Employer of the Bargaining Unit local levy owing.

The Union agrees to provide the Employer with at least four weeks notice in writing of its desire to alter the amount of such dues. Such amount shall be a fixed amount that will be deducted from each pay.

7.05 All local levy deducted in Article 7.04 shall be remitted to the Union, c/o The Treasurer of OSSTF District 25, no later than the 15th day of the month following the month in which the deductions were made.

7.06 For the purposes of remitting fees in accordance with Articles 7.03 and 7.05 the Employer shall provide the Union with the employee's name, work location,

social insurance number, pay period, salary, and amount of dues deducted. A copy of the dues submission list made to OSSTF shall be forwarded to the President of the Bargaining Unit,

- 7.07 The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.
- 7.08 The Employer will provide the Bargaining Unit with a copy of the notification of employment for each new hire including the employee's name, job category, and job location,
- 7.09 The Employer shall provide to the Union the following information regarding its members: transfers, layoff notices, appointments, promotions, retirements, resignations, recall notices, acting assignments and exchanges. In addition, the Employer agrees to provide a copy of any non-confidential system-wide memoranda issued by the Employer which relates to any provisions covered by this Agreement.
- 7.10 The Employer shall ensure that this Agreement will be available electronically. Where either party requires printed copies of the collective agreement, they shall be responsible for the costs and distribution of such copies.
- 7.11 The Employer shall provide bulletin boards in each location for posting notices of interest to Bargaining Unit members.

ARTICLE 8 - BARGAINING UNIT REPRESENTATION

- 8.01 The President of the Bargaining Unit shall notify the Employer of the names of its elected and appointed representatives.
- 8.02 The Employer will recognize the following Bargaining Unit Committees:
- (a) **The Bargaining Unit Negotiating Committee, consisting of not more than five (5) members of the Union for the purpose of conducting negotiations with the representatives of the Employer, provided that the Bargaining Unit may, from time to time, substitute on the Negotiating Committee.**

Members of the Bargaining Unit Negotiating Committee who spend work days negotiating shall be treated in all respects as though they are actively at work, covered by all terms and provisions of this agreement. The Employer will compensate three (3) members of the Bargaining Unit Negotiating Committee for regular hours spent in negotiating meetings between the parties to the extent that they shall suffer no loss of regular earnings, The Bargaining Unit agrees to reimburse the Employer for the

full amount of all salary and benefits paid to additional members of the Bargaining Unit Negotiating Committee for days spent in negotiations. Where applicable benefits shall be deemed to equal 17% of employee's salary.

Members of the Bargaining Unit's Negotiating Committee shall inform the appropriate supervisor five (5) days in advance of absences owing to negotiations. Where it is not possible to provide five (5) days notice, the appropriate arrangements will be made by the Employer on behalf of the members of the Bargaining Unit's Negotiating Committee.

- (b) The Labour-Management Committee, consisting of not more than three (3) members of the Union, and not more than three (3) representatives of the Employer, for the purpose of improving communications between the Parties to the Agreement and discussing matters of mutual concern. The parties shall schedule a meeting at a time mutually agreeable to the parties within thirty (30) calendar days of either party giving written notice.

The Labour Management Committee shall consider and attempt to resolve all issues of mutual concern with the object of promoting positive relationships between the Employer and employees. It is understood that this Committee shall have no power to alter, amend, add to or modify the terms of this Agreement.

An employee who is on the Labour-Management Committee shall receive wages, benefits, experience and seniority as if actively at work and to the extent that they shall suffer no loss of regular earnings.

- (c) The Grievance Committee, consisting of not more than three (3) members of the Bargaining Unit, one of whom shall be the President, to assist or represent an aggrieved member of the bargaining unit. One member of the Bargaining Unit grievance committee shall be relieved from regular duties for all meetings scheduled with the Employer to process and/or attempt to resolve a grievance. This member of the Grievance Committee assisting the grievor shall receive wages, benefits, experience and seniority as if actively at work and to the extent that they shall suffer no loss of regular earnings.

8.03 The parties recognize that the Joint Health and Safety Committee, as established by the Board, is governed by the Occupational Health and Safety Act and Regulations. The parties agree that this article does not incorporate the Occupational Health and Safety Act and Regulations in the collective agreement. The parties further recognize the Bargaining Unit representation on this committee.

ARTICLE 9 -

- 9.01 Except ~~as~~ may be specifically limited or abridged by the language of this Collective Agreement, and the right of **any** employee to lodge a grievance **under** the **grievance** procedures in the **manner and extent herein** provided, all **rights of management** and decisions shall be **vested with the Employer**.
- 9.02 The **Employer agrees that** none of **its rights** or functions will be exercised contrary to the **provisions of this Collective Agreement**.
- 9.03 **The Employer and the Union agree that the provisions** of this Article **do not** preclude representations **and** consultations by the Board and the **Union concerning** any ~~matters~~ relating to ~~members~~ of this bargaining unit.

ARTICLE 10 - NO DISC —ATION

- 10.01 **The Employer and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, colour, age, sex, sexual orientation, political or religious affiliation, by reason of membership or non-membership in the Union.**

ARTICLE 11 - PROBATIONARY PERIOD

- 11.01 A newly **hired** employee shall be **considered to be on probation ~~or~~ a period of six (6) consecutive months of employment**, Where the employee is discharged for non-disciplinary reasons, the Employer **agrees to give one (1) week's notice, or pay in lieu, to the probationary employee.**
- 11.02 Where a newly **hired employee has** been employed in a **temporary** position for a **minimum** of three months in the **twelve (12) month period prior to the date of hire, the period or periods of temporary employment shall accumulate for the purpose of reducing the probationary period by a maximum of one (1) month.**

ARTICLE 12 - DISCIPLINE AND DISCHARGE

- 12.01 **Subject to** Article 11.01 (Probationary Period), no employees shall be disciplined or discharged without just **cause**.

Notwithstanding **any** other provisions of the Collective Agreement a **probationary** employee **may be discharged for reasons less serious than a non-probationary employee,**

- 12.02 **The Employer shall** hold a meeting with the employee in order to discipline or discharge that employee.
- 12.03 **Where an** employee is required to attend a meeting, the outcome of which may result in the imposition of discipline, suspension or discharge, with the Employer or a representative of the Employer, the employee shall be advised of their right to have a representative of the Bargaining Unit at the meeting. The Board shall allow the employee reasonable time to arrange for the attendance of Bargaining Unit representatives.
- 12.04 In the event an employee is disciplined or discharged by the Employer, such notice of discipline, suspension, or discharge shall be in writing to the employee concerned. Such notice shall set forth the reasons for such discipline or discharge. Where the employee has elected to have Union representation, a copy of the notice shall be sent to the President of the Bargaining Unit.

ARTICLE 13 - HOURS OF WORK

- 13.01 Full-time employees shall work those days determined by the Ministry of Education and the Employer to be "school days" as that term is used in the Education Act. The normal hours of work on such school days shall be 6.6 hours per day, exclusive of a 40 minute continuous lunch period. Effective 01 September 2011, the normal hours of work on such school days shall be 7.0 hours per day, exclusive of a 40 minute continuous lunch period.

Part-time employees shall work those days determined by the Ministry of Education and Employer to be "school days" as that term is used in the Education Act. The normal hours of work on such school days shall be 3.3 hours per day. Effective 01 September 2011, the normal hours of work on such school days shall be 3.5 hours per day.

- 13.02 Each full-time employee will be permitted a fifteen (15) minute rest period in each half of the employee's scheduled hours of work per day, or such other form of rest period as is satisfactory to the employee and the Supervisor.

Each part-time employee will be permitted a fifteen (15) minute rest period per day, or such other form of rest period as is satisfactory to the employee and the Supervisor.

- 13.03 Where an employee is required to travel from one work location to another, the employee shall be entitled to a thirty (30) minute uninterrupted, unscheduled lunch period as required by the Employment Standards Act.

Where an employee voluntarily applies for two assignments which require travel from one work location to another, the Employer shall not be required to alter the

assignments to accommodate this provision. The end time of the first assignment and the start time of the next assignment must be separated by at least 30 minutes or reasonable travel time whichever is greater, otherwise the employee shall not be entitled to both assignments.

ARTICLE 14 - SALARY

14.01 Salary

Employees will be paid according to the salary scale set out in **Appendix "A"** which forms an integral part of this Collective Agreement.

An employee who works only a portion of the "school days" in the school year is entitled to be paid the employee's salary in the proportion that the total number of "school days" worked bears to the whole number of "school days" in the year.

Part-time employees who are employed in term assignments shall be compensated at the rate of pay of a term assignment in accordance with **Appendix "A"**.

14.02 Method of Pay

Employees shall be paid bi-weekly, by direct deposit to the employee's credit in a branch of a chartered bank, Credit Union, or trust company as designated by the employee with a computerized system compatible with that used by the Ottawa-Carleton District School Board. The Employer will make records of earnings available to employees electronically.

14.03 Increments

An employee shall, subject to satisfactory performance, receive the increments as shown on the salary schedule commencing with the anniversary date of the employee's date of hire for the period of active service with the Employer.

14.04 Correction of Errors

In the event of an error in salary, the Employer shall make the appropriate adjustment equal to the amount required to correct the amount over or under paid during the school year in which the error is discovered. Where a correction of an error requires that an employee repay an amount in excess of \$200.00, a schedule of payment shall be determined by mutual consent of the Employer and the employee.

14.05 Deductions

Employment Insurance premiums, Canada Pension and Income ~~Tax~~ deductions shall be made as prescribed by legislation. Pension deductions shall be ~~made~~ as prescribed by the Ontario Municipal Employees Retirement System/Ontario Teachers' Pension Plan.

14.06 Time ~~Off~~ In Lieu

Employees who are asked by their Supervisor to work beyond the normally scheduled work day for functions such ~~as~~ Parent-Teacher interviews ~~or~~ open houses shall be entitled to equivalent time *off* in lieu at a mutually agreeable time and where no time can be scheduled it shall be paid at straight time.

ARTICLE 15 - HEALTH INSURANCE AND PENSION BENEFITS

15.01 The following Group Insurance and Health plans shall be provided by the Employer to all regular employees employed on a regular basis for sixteen ~~and~~ one-half (16.5) or more hours ~~per~~ week, and, effective September 1, 2010, for seventeen and one-half (17.5) or more hours ~~per~~ week, in accordance with the procedures ~~as~~ required by the Insurance Policies. ~~Unless~~ otherwise provided for herein, the plan design shall be in accordance with the former Carleton Board of Education Administrative ~~and~~ Support employees.

- (a) **Group Life Insurance** (compulsory) providing \$45,000 coverage. Accidental Death and Dismemberment Insurance (compulsory) providing \$15,000 coverage.

Employees who were previously entitled to group life insurance providing coverage of three (3) times salary may elect to continue **that coverage** under the group life plan at the same amount, with the employee paying 100% of the difference in the premium **above** the \$45,000 coverage. Employees who elect not to continue this higher coverage shall forfeit their right to continue this coverage.

- (b) Health Plan including Semi-Private, Major Medical Insurance, Vision Care \$275 (effective 01 September 2010 Vision Care \$450 inclusive of \$100 for eye exams every two years); ManuAssist (compulsory).
- (c) Dental Care Plan (compulsory) - Basic Plan **plus** 50% co-insurance for:
- i) Major Restorative Services - (\$1,200 **annual maximum per insured person**)
 - ii) Orthodontic Services - (\$1,000 **annual maximum per insured person**)

On **January** of each year the previous year's ODA schedule will be in effect. Effective September 1, 2010 the current year's ODA schedule will be in effect.

The Dental Care Plan concerning recall exams (under Routine Treatment) will provide coverage for oral examinations, teeth cleaning, topical application of fluoride solutions, oral hygiene instructions and **bite-wing** x-rays once every nine (9) months from the date of the last visit.

(d) Optional Term Life Insurance

(e) Optional Accidental Death and Dismemberment Insurance

The **parties** agree to establish a committee, in September 2009 to discuss enhancements and/or amendments to the existing benefit plans to **apply** the remaining portion of the Bargaining Unit's share of the funds identified in the August 18, 2008 B:10 Memorandum.

To assist this process, the Board shall provide the OSSTF EA Bargaining Unit with benefit and costing information to inform decision making on improvements to benefits. The nature of the disclosure will be **similar** to, but not limited to, the information provided by Boards in a public procurement process.

15.02 The Employer shall contribute 90% of the required premiums for **coverage** described in (a), (b), and (c) above. Employees shall **pay** 100% of **premium costs** for coverage described in (d) and (e) above.

15.03 Term employees who are employed for a minimum period of a full school year shall be entitled to enroll in the benefit provisions described in (a), (b), and (c) with the Employer contributing 90% of the required premiums.

15.04 Eligibility for Benefits

All regular employees who are employed on a half-time or greater basis shall be eligible for the benefit plans in accordance with 15.01 and the applicable **policies**.

15.05 Positive Enrolment

Compulsory positive enrolment will ensure that the co-ordination of benefits provision is correctly administered by the health, vision care and dental insurer. Positive enrolment **will apply** to any employee enrolled in family health, **vision** or dental coverage.

As required by the **insurance** carrier under Positive Enrolment, the following information or **information** of a similar nature will be required to be submitted to the insurer:

- (a) **effective date of coverage of employee;**
- (b) **level of coverage;**
- (c) **employee name, date of birth, and employee identification number;**
- (d) **name of spouse (as defined by the policy), date of birth and whether the spouse has Employer health, vision care and/or dental coverage, and if so, on a single or family basis, name of spouse's Employer, plan or policy number, name of insurer;**
- (e) **for each eligible dependent child as defined by the policy, name, date of birth, and whether the child is a full time student, or disabled and incapable of self-sustaining employment.**

Dependent claims will not be processed until the insurer receives the required information. The insurer must be informed of any changes to the dependent information within 31 days of the change.

15.06 Long Term Disability Plan

The parties recognize the Bargaining Unit Administered LTD Plan and agree there shall continue to be cooperation between the Employer, the Plan Administrator and the Policy Holder in the administration of the plan.

Long Term Disability Insurance is compulsory to new and existing enrolled members. Employees shall pay 100% of the premium cost.

Employees are required to apply for LTD within the qualifying period.

15.07 Administration of Benefits Policies

The parties recognize that the payment of benefits is solely the responsibility of the carrier(s).

This does not release the Employer from liability for errors in procedures or administration.

If a member encounters difficulty in the application of any portion of the Benefit Plans, the Bargaining Unit and/or the member may request and receive written clarification of the carrier's position from the Employer (excluding LTD).

15.08 Benefit Plan Policies

Upon receipt of a written request, the Employer will provide the Bargaining Unit with relevant membership information and all portions of insurance policies relevant to its membership as well as a meeting to discuss such information,

The **Bargaining** Unit undertakes to provide the Employer with the relevant portions of any policy or policies it may enter into on its own behalf upon receipt of a written request from the Employer to do so. This undertaking is also subject to the availability of the information from the insurer.

ARTICLE 16 - SICK LEAVE

Crediting of Sick Leave

- 16.01 (a) **A regular employee shall be entitled to accumulate sick leave credits at the rate of two (2) days per month worked. Sick leave shall be prorated for part-time employees.**
- (b) **In order to earn sick leave credits for a month, the employee must have worked or have been paid for at least one-half (1/2) the available working days in that month.**
- (c) **Such sick leave days shall be credited to the employee's sick leave account on 1 September each year, unless the employee is on leave, in which case, the number of sick days based on the balance of the year following the employee's return shall be prorated as required and credited to the employee's account on the first day of return.**
- 16.02 (a) **All unused sick leave at the end of each school year shall be accumulated to the credit of each employee. There shall be a maximum entitlement of three hundred and forty (340) days of sick leave credits which can be accumulated by the employee.**
- (b) **Notwithstanding Article 16.02 (a) an employee with the predecessor boards with more than three hundred and forty (340) days of accumulated sick credits shall have their total sick leave credit on August 31, 1999 transferred to the new plan. No further accumulation shall be permitted unless the balance of sick leave falls below three hundred and forty (340) days, in which case Article 16.02(a) above applies,**
- 16.03 **Newly hired employees shall be credited with sick leave days accumulated by the employee as a result of employment with another school board in Ontario which has an established sick leave credit plan under the Education Act, such that their cumulative sick leave entitlement does not exceed the maximum three hundred and forty (340) day entitlement. Such credits shall not be used in determination of eligibility for or calculation to determine a sick leave gratuity. Sick leave taken shall result in a deduction of sick leave credits beginning with any accumulated credits arising from the previous employment.**

- 16.04 Where an employee resigns from the Employer and is subsequently rehired by the Employer, the employee shall have the sick leave credits reinstated which were credited at the time of the resignation, such that their cumulative sick leave entitlement does not exceed the maximum three hundred and *forty* (340) days entitlement. Such reinstated credits shall not be used in ~~determination~~ of eligibility ~~for or~~ calculation to determine a sick leave credit gratuity. Sick leave ~~taken~~ during the second term of employment shall result in a deduction of sick leave credits beginning with any accumulated credits arising from the **first period** of employment.

Administration of Sick Leave Plan

- 16.05 (a) There shall be a cumulative sick leave credit plan.
- (b) Under this plan, every employee shall be entitled to have placed in his/her credit, the correct accumulated sick leave credits standing to his/her account ~~under the sick leave credit plan of the predecessor boards of the Employer and the OCDSB as of 31 August 1999.~~
- (c) The Director of Education or designate shall do ~~and~~ perform all **things** necessary for the conduct of the sick leave credit system.
- 16.06 The Director of Education or designate shall keep a register or registers in which shall be entered the **credits**, the accumulated credits and the deductions ~~therefrom~~. Employees shall be provided annually *with* a statement of **sick leave credits**, indicating the **balance as** at the end of the previous school year.

Sick Leave Deductions

- 16.07 An employee is eligible for sick leave pay when he/she is unable to perform his/her regular duties because of illness or **injury**, and provided that:
- (a) ~~the~~ employee has unused accumulated sick leave credits;
- (b) the employee is not on other leave with or without **pay**, **unless otherwise** provided for in the Agreement;
- (c) the employee is not eligible to receive benefits under the **LTD plan**.
- 16.08 (a) Deductions shall be made from an employee's sick leave credits for ~~the~~ number of days absent because of illness.
- (b) Where an employee is absent for less than a work day, the deduction shall be prorated.

- 16.09 An employee who **is**, or will be, absent from duty as a result of **his/her illness** shall inform **his/her** Principal or designate forthwith **and**, in any event, not later **than the** scheduled starting time of **his/her** daily assignment.
- 16.10 (a) The Employer reserves the right to require a medical certificate after three or more consecutive days absence;
- (b) Notwithstanding 16.10 (a), the Principal, **after notifying the** Superintendent of Schools and the Bargaining Unit President **of the** reasons for **his/her** concerns regarding an employee's absences, may require an employee to provide a medical certificate.
- (c) Where the Employer requires **an** employee to provide a **medical** certificate, the **cost** of the certificate will be borne by the Employer.
- 16.11 Term employees shall be entitled to two (2) days of sick leave per month, after the completion of **six** consecutive months **of** employment. Sick leave shall **be** prorated accordingly for part-time term employees. **A** term employee **must work** at least half **the** available working days in a month to receive sick leave credits.
- Such credits shall not accumulate and shall expire **at the end of the term** assignment, unless the employee is directly hired into **a** regular position.
- Following the completion of **six** consecutive months of employment in a term **assignment**, **an** employee shall **be credited** with sick **leave** to the beginning **of the assignment**.
- Notwithstanding the above paragraph, where a term employee is hired **into a** position that is **known** to last for more than **six** months, **the** employee shall be credited with sick leave commencing the **first** month of the term assignment.

ARTICLE 17 - RETIREMENT GRATUITY

- 17.01 An employee **who** has completed a minimum of ten (10) years continuous service **with the Employer** since the last day of hire **and who retires for any of the** following reasons shall be entitled to a Gratuity calculated in accordance **with** 17.06 (a):
- (a) Becoming eligible for a pension **as** defined by OMERS or TPP (**upon** submission of proof that pension payments will commence **within two (2)** months **of termination**);
- (b) Is 55 years of age or greater at the time **of retirement** and elects to defer **their** pension benefits until a later date;

- (c) Permanent disability as defined by OMERS or TPP;
- (d) In the event that an employee dies, the entitlement of the gratuity shall be **paid** to the estate of the employee or designated beneficiary.

- 17.02 An employee shall not be entitled to a gratuity **who** resigns at the **request** of the Employer to avoid dismissal for cause.
- 17.03 An employee who resigns for **any** reason and is later rehired shall **be** considered a **new** employee for gratuity benefits **from** the last date of hire,
- 17.04 The gratuity shall be **paid** in full within one (1) month following the date of retirement, or **in** a **manner mutually** agreeable to the employee and **the** Employer.
- 17.05 Sick leave transferred from another school board **in** accordance **with the Sick Leave** provisions of this collective agreement shall be ineligible for gratuity purposes.
- 17.06 (a) A gratuity referred to **above shall be** calculated as follows:

| | | | | |
|--------------------------------------|---|------------------------------------------|---|-----------------------------------------------------------|
| Number of Years Service (Max. 20) | x | Salary Rate of Employee at Retirement | x | Number of Days of Accumulated Sick Leave (Max. 200) |
| 20 | | 2 | | 200 |

- (b) In no case **shall the** gratuity exceed 50% of the **employee's salary** rate at the time of retirement.
- (c) (i) "Salary rate" for the purposes of determining the **gratuity** shall **mean** the annual rate of pay **paid** to the employee **as of the date of** retirement; or
- (ii) Where an employee retiring is on a **part-time** leave of absence, **salary** rate shall **mean** the **salary** paid by the Employer **for** the employee's last working day, adjusted to reflect the equivalent **full-time** rate.
- (iii) In the event that **the** employee **is** granted **an** extension of employment beyond the employee's **normal** retirement date, the annual rate paid to the employee as of the end of the month **in** which the employee reaches age 65; or
- (iv) In **the** event that the employee retires while receiving Long Term Disability Insurance benefits, Workplace Safety Insurance **benefits** or such leave, during **which** the employee is not receiving direct

salary payment by the Employer, the last salary rate paid to the employee **prior** to the commencement of such leave.

17.07 "Service" for the **purposes** of determining the gratuity shall be calculated as being **equal** to the number of continuous years of active paid employment **with** the OCDSB and one of its predecessor boards. Periods of leave without **pay** shall not **break** the continuous years of service, **however**, such periods will not be included in the calculation for the **purposes** of eligibility for a **gratuity** or in the calculation of a gratuity.

ARTICLE 18 - FEDERATION LEAVE

18.01 (a) Local District 25

- (i) The Employer agrees that the President and **Bargaining** Unit Officer shall be released from full-time or half-time duties in **order** to **undertake** his/her elected responsibilities. A request for leave of **an** employee on a half-time basis shall be subject to **staffing** requirements and the ability of the Employer to accommodate half-time positions.
- (ii) District 25 Educational Assistants **Bargaining** Unit agrees to reimburse the Employer for the **full** cost of salaries and benefits for each of the President and the **Bargaining** Unit **Officer**, respectively.
- (iii) The status of the above-noted officers shall continue to be **that** of employees of the Employer, retaining all applicable rights and privileges thereto. The **Bargaining** Unit shall assume responsibility and/or cost of **vacation** credits accumulated **while on** leave.
- (iv) The contact for reporting sick leave usage **by** employees **on** Union Leave shall be **the** Human Resources **Officer**, Employee **Wellness** and Disability Management, or designate.
- (v) The **Bargaining** Unit shall notify the Employer prior to 1 June as to its intent respecting **the** above leave(s) and the **names** of **the** Union representatives.
- (vi) Subject to the layoff and recall provisions of this agreement, **an** employee shall be entitled to be placed **in** their original position or location prior to the leave.

The principal shall consult **with** the employee prior to the determination that the position is no longer available. In the event that neither of the foregoing can be accommodated, or for **a** leave

beyond two years, the employee will be declared surplus **and** subject to the provisions of Article 25 (Procedure for Staffing **and** Placement).

- (b) The Bargaining Unit shall be entitled **up** to fifty (50) equivalent **days** leave per year, to be taken in blocks of not less than one-half (1/2) **days in** order to conduct Union business. Leave shall be taken only with the **written** authorization of the Union President. Such leave shall be scheduled **at a** time mutually agreeable to the employee **and** the Principal, submitted to the Superintendent of Human Resources with a minimum of **three (3) days** notice. The Bargaining Unit agrees to re-imburse the **Employer** for the **cost of salary** and benefits for such leaves. Where applicable, **the** benefits shall be deemed to equal seventeen percent (17%) of the employee's salary.

18.02 Provincial

The Employer shall **grant a leave** of absence to a member of the **Bargaining Unit** **who** has been elected to serve as a full-time officer of OSSTF at the **provincial level**.

Such leave **shall be granted under** the following conditions:

- (a) In a school year **a maximum** of two (2) leaves shall be available;
- (b) The Union **shall** notify the Employer as **soon** as possible following the annual elections of any **leave** requirements for the following school **year**. **Each** leave shall be granted for **two (2)** years;
- (c) Subject to the layoff and recall provisions of **this** agreement, **an** employee shall be entitled to be placed in their original position or location **prior** to the leave. The Principal **shall** consult with the employee **prior to the** determination that the position is no longer available. In the event that neither of the foregoing can be accommodated, or for a leave beyond two (2) **years**, the employee will be declared surplus **and** subject to the provisions of **Article 25** (Procedures for Staffing and Placement);
- (d) An employee wishing to return early **from** leave may return **at the** discretion of the Employer.
- (e) The Union agrees to reimburse the Employer for the cost of **salary and** benefits for the time absent. Where applicable, benefits **shall** be deemed **to** equal 17% of the employee's salary.

18.03 The Employer may grant a leave of absence of **up to one (1) year** to **a** member of the Bargaining Unit who has been seconded to serve in a position **at** OSSTF

Provincial Office. Such leave shall be requested no later than one month from the start date of the secondment. The Union agrees to reimburse the Employer for the cost of salary and benefits for the time absent. Subject to the layoff and recall provisions of this Collective Agreement, upon return from the secondment, the employee shall be placed in their original position if such exists, or a comparable position upon return from leave.

ARTICLE 19 - LEAVES OF ABSENCE WITH PAY

19.01 General Conditions

Leaves of absence with pay provided for in this Article will be granted subject to the following conditions:

- (a) Continuation of salary and benefits entitlements;
- (b) Without deduction of sick leave credits;
- (c) Without interruption of seniority or experience credit;
- (d) An employee on any form of leave is not eligible for any other form of leave until the expiry of the initial leave period;
- (e) Upon request by the Superintendent or designate, acceptable evidence verifying the need for the absence will be provided by the employee,

19.02 Compassionate Leave

Employees shall be granted leave with pay in the following circumstances:

- (a) Up to five (5) days in the event of the death of any of the following: spouse, child, parent, grandchild, sibling, mother-in-law, father-in-law.
- (b) Up to three (3) days in the event of the death of any of the following: uncle, aunt, nephew, niece, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a person in a direct *in locoparentis* relationship or a person with whom the employee resides or resided.
- (c) One (1) day to attend the funeral in the event of the death of a close personal friend.
- (d) Up to three (3) days in a school year in the event of serious illness of a child, spouse, parent or sibling to arrange alternate care.

Additional leave without pay may be granted by the Principal in extenuating circumstances.

19.03 Religious Holy Days

Up to three (3) days leave with **pay** in any one school year shall be granted **for the** observance of recognized religious holy days.

19.04 Special Leave

Up to three (3) days of special leave **with** pay shall be granted **in** any school year by the Principal **for** matters of urgent and/or essential business **including**, but not limited to, one day for the moving of personal effects.

Additional leave **without** pay may be **granted** by the Principal in **extenuating** circumstances.

19.05 Paternity Leave

Up to two (2) days leave with pay per child shall be granted **in** any one school year by the employee's Supervisor. **Such leave** may be granted on any day in the **period** beginning with the day of admission **and** surrounding the release day **from** the hospital. **Where** the birth does not occur **in** a hospital, the leave of **up** to two (2) days may be taken to embrace the **time** of birth.

19.06 Term employees shall be **entitled** to leave **as** specified in 19.02 **of this Article**.

19.07 Quarantine

Leave with pay shall be granted in any case where, because of **exposure to a** communicable disease, **an** employee is quarantined or otherwise prevented by order of **the** Regional Medical Officer of Health or designate from attending to **his/her** duties.

19.08 Court Leave

Leave of absence with pay shall **be granted** to an employee who **is** required

- (a) to **serve** on a jury; or
- (b) by subpoena or summons to **attend** as a witness in court or other legal proceedings to which the employee is not a **party** or one of the **persons** charged provided the employee **pays** to the Employer **any** fee, **exclusive** of traveling allowances or living **expenses**, **that** the employee receives.

19.09 Injury on Duty Leave

An employee who is absent as a result of **an** injury incurred in the course of **his/her** normal duties which is compensable under **the Workplace Safety**

Insurance **Act** and who reports such injuries immediately in accordance **with** procedures established by the Employer, shall be granted Injury on **Duty Leave** with **pay** for the period of **absence** to a maximum of **fifty** (50) working days for any one (1) incident, Beyond **fifty** (50) working days, the provision of the Workplace **Safety** and **Insurance Act** apply.

ARTICLE 20 - LEAVES OF ABSENCE WITHOUT PAY

- 20.01 (a) **After** the completion of two (2) years continuous regular employment **with** the Employer, a full time or part-time leave of absence without **pay** of **up** to one (1) year may be granted to a regular employee. An employee must submit a written request to **the** Superintendent of **Human** Resources or designate **setting** out the start and end dates of the leave and the reason for the leave.
- (b) **A leave** of absence without **pay** may be renewed **for** a second consecutive years **upon** the mutual agreement of the Employer and the employee, The employee **shall** provide at least: four (4) weeks notice of a **request** to renew **a leave** of absence without pay.
- (c) Subject to the Layoff and Recall provisions of this Collective Agreement, **an** employee returning from a leave of **absence** without **pay** of **up** to two (2) years **shall** be reinstated **to** their original position or location **assigned** prior to the leave. The Principal shall consult **with** the **employee** prior to the determination that the position **is** no longer available. **In the event** that the foregoing cannot **be** accommodated, the employee **will be** declared surplus **and** subject to the provisions of Article 25 (**Procedures** for **Staffing** and Placement),
- (d) For the purposes of the staffing procedures, all employees on **part-time** leave of absence **will** be deemed to be full-time employees for **the** following school **year** unless they request a change in employment status to a part-time employee,
- (e) **An** employee may, at the discretion of the Employer, **return** **early** from a leave of absence without pay upon giving four (4) weeks notice **of** the **new** date of return.
- (f) **Except** as specified in this Agreement, all benefits, **except** Long Term Disability, held by **an** employee at the commencement of a leave without pay **may** be continued during such leave by the employee with the employee **paying** all 100% of the premium costs by pre-authorized debit. Such coverage shall be extended to a **maximum** of two (2) years **with** further extensions arranged through the Employer.

ARTICLE 21 - PREGNANCY/PARENTAL LEAVES

21.01 Pregnancy Leave

- (a) Pregnancy leave of **up to seventeen (17) weeks** without pay (**subject to amounts** payable under Article 21.02 - SEB Plan) shall be granted in accordance with **the Ontario Employment Standards Act** upon written request provided that:
- (i) the employee has been employed by the Employer for at least thirteen (13) weeks preceding the expected date of birth;
 - (ii) the employee provides a doctor's certificate **certifying** that **she is pregnant and** stating the expected date of delivery and the recommended date for commencement of the pregnancy leave.
 - (iii) the employee notifies the Employer as soon as **practical, but at least two (2) weeks** preceding the estimated date of commencement of leave.

21.02 Pregnancy/Adoption Leave SEB Plan

The Employer will provide a pregnancy/adoption leave EI SEB Plan **for the two (2) week** waiting period under the Employment Insurance Act (EI) **of 95% of the employee's salary**. Commencing with **the third week** of the leave, **employees granted pregnancy/adoption leave** shall be entitled to receive a **fifteen (15) week** benefit of \$75.00 per week.

For residents of Quebec, the Employer will provide **a pregnancy/adoption leave EI SEB Plan for the first two weeks** of leave in the amount of **a top-up to ninety-five percent (95%) of the employee's salary**. Commencing with **the third week of leave**, employees granted pregnancy/adoption leave shall be entitled to receive a **fifteen (15) week** benefit of \$75.00 per week.

The employee shall provide the Employer with the relevant information from Quebec EI to determine the amount of top-up to 95% of the employee's **salary**.

21.03 Parental Leave

- (a) **In accordance with the provisions of the Ontario Employment Standards Act**, an employee who has been **employed by the Employer for at least thirteen (13) weeks** will be entitled to parental leave without pay of **up to thirty-five (35) weeks** if pregnancy leave is taken or **thirty-seven (37) weeks** if no pregnancy leave is taken.

- (b) An employee who has been granted a pregnancy leave shall be granted parental leave **upon** written request received at least **two (2) weeks prior** to the date the leave commences. The leave must begin immediately **upon** termination of the pregnancy **leave unless** the child has not **yet** come into custody, care and control in which case the leave must commence **within** **fifty-two (52) weeks** of the child coming into custody, **care and** control.
- (c) Where pregnancy leave has not been taken, an employee may, following the birth of the employee's child or **an** adopted child coming **into the custody**, care and control of the parent for the first time, *take* parental leave of thirty-seven **(37) weeks** upon written request at least **two (2) weeks** prior to the date the leave commences. The **employee** is required to provide documentation verifying the birth or adoption of the child **prior** to the **leave** being granted. Parental leave taken in these circumstances must be taken **within** **fifty-two (52) weeks** of the **child's birth or of the child** coming into custody, care and control.
- (d) **An** employee may return to work **prior** to conclusion of the leave period of thirty-five (35) or thirty-seven **(37) weeks** provided the employee **gives** the Employer at least four (4) **weeks** written notice of the day **on** which **the** leave is to end,

21.04 General Provisions for Pregnancy or Parental Leave

- (a) Crediting of experience for salary placement purposes shall continue during any **term** of pregnancy or parental leave.
- (b) Seniority shall **continue** during any term of pregnancy or **parental** leave.
- (c) The Employer agrees to continue to pay **the Employer's portion of benefits** premiums **and** OMERS during the pregnancy or parental leave provided the employee agrees to pay the employee's portion of premiums.
- (d) **At** the discretion of the Employer, pregnancy **or** parental leave may be granted to an employee **who** has not been employed **with** the Employer for thirteen (13) weeks.
- (e) Sick leave and vacation leave credits shall accumulate **for** the employee during the time of pregnancy or parental/adoption leave.
- (f) Subject to **the** Layoff and Recall provisions of this Collective Agreement the Employes may not terminate an employee entitled to **pregnancy/** parental **leave**.

21.05 Term employees shall only be entitled to Pregnancy/Parental Leave **in accordance** with the Employment Standards Act.

21.06 Leave of Absence without Pay following Pregnancy/Parental Leave

- (a) **A leave of absence without pay beyond the pregnancy, parental/adoption leaves of up to twelve (12) months may be granted by the Employer. The employee agrees to provide at least four (4) weeks written notice of the day on which the leave is to begin. All other provisions related to leaves of absence without pay shall apply to leaves granted under this article.**

Subject to the Layoff and Recall provision of **this** Collective Agreement, **an** employee returning from **this** leave shall return to their previous position if it exists, or if it does not, to a comparable position,

- (b) **An additional leave without pay of up to twelve (12) months beyond a second statutory pregnancy, parental/adoption leave may be granted by the Employer. The employee shall provide at least four (4) weeks written notice of the day on which the leave is to begin. All other provisions related to leaves of absence without pay shall apply to leaves granted under this article.**

Subject to the Layoff and Recall provision of **this** Collective Agreement, an employee returning from **this** leave shall return to their **previous** position if it exists or to a comparable position.

ARTICLE 22 - SENIORITY

- 22.01 (a) For the purpose of this Agreement an employee's "seniority" shall commence on the date of the employee's most **recent hiring (other than as a result of a recall after layoff) into** a position covered by **this** agreement, by the Employer **and** shall continue to accumulate, provided that the employee remains in the employ of the Employer during:

- (i) **any** period of layoff during which **the** employee **was entitled** to be recalled;
- (ii) any authorized **leave** of absence;
- (iii) any period of secondment to **another** organization **authorized** by the Employer; and
- iv) **any** period of absence caused by sickness or accident subject to Article 22.03.

- (b) Seniority is to the system not the location.

- (c) For the purposes of seniority, ~~the~~ period of employment of ~~30~~ consecutive working days ~~or~~ more in a term position as an Educational **Assistant**, followed immediately by being hired into a regular position, **shall** be credited for seniority purposes.

Where consecutive term assignments of thirty (30) days or more occur, without a break in service, the earliest start date of the assignments **shall** be credited for seniority purposes.

- (d) Where seniority is equal, the ranking shall be determined by:
- (i) consecutive years of service With the Employer since the date of the employee's most recent hiring;
 - (ii) **total** non-continuous years of service with the **Employer**;
 - (iii) in the event there is **still a** tie, selection by lot in the presence of the Bargaining Unit President or **his/her** designate.
- (e) "Service" for the purposes of seniority determination shall **be** determined by ~~the~~ length of active continuous service with the Employer and shall not include ~~any~~ period of time while the employee is absent ~~from~~ work because of:
- (i) a leave of absence, for ~~the~~ period beyond two consecutive years;
 - (ii) a layoff;
 - (iii) a sickness or ~~an~~ accident, for the period beyond two years.

22.02 A loss of seniority shall **be** deemed to have occurred if an employee:

- (i) resigns;
- (ii) is discharged **and** is not reinstated by reason of ~~the~~ **grievance and** arbitration procedure;
- (iii) **is no** longer entitled to be recalled; or
- (iv) an employee accepts a **permanent** position outside of the Bargaining Unit.

22.03 The seniority of ~~an~~ employee **who** is absent due to sickness or accident beyond 24 months shall be maintained and the employee shall **have** the **right** to return to work upon recovery.

22.04 Notwithstanding the **above**, seniority and service shall **accumulate** during any absence for which the employee receives Workplace Safety Insurance Board wage loss replacement.

22.05 A **seniority** list shall be maintained by the Employer. The **seniority list** will be provided electronically to the President of the Union by 15 February. **Each**

employee shall have an opportunity to review **the** list **and** verify accumulated seniority.

- 22.06 Employees requesting a correction to their seniority accumulation must do so in Writing to the Human Resources Department, **with a copy sent to the President of the Union**, before 15 March. The seniority list may be changed at my time with the **mutual** consent of the parties.

ARTICLE 23 - JOB POSTINGS

Definition:

"Qualified" shall mean an employee who possesses **the** necessary **qualifications**, and/or ability, knowledge and skills required of an assignment,

- 23.01 **Vacancies** within **the** Bargaining Unit shall be posted **within ten (10) working days** of the position becoming vacant. **All vacancies shall be posted in all work locations** covered by **this** collective agreement for a minimum of **five (5) working days**. A copy of each posting will be sent to the Bargaining Unit President.
- 23.02 Job postings shall normally reflect the job description **and** contain **the** following information: nature of position, duties, qualifications, required knowledge and education, hours of work, salary range, and **initial** location.
- 23.03 Where a **regular** vacancy occurs during the school year, it shall **first** be offered to qualified employees on recall. **If** not filled, **the** vacancy will be posted and applications shall **be** processed and considered **in** the following order:
- i) qualified regular full time and part-time employees;
 - ii) qualified **term** and casual employees; and
 - iii) qualified **external** applicants.
- Any** subsequent vacancies resulting from the initial posting shall **be** filled on a term basis.
- 23.04 **In** selecting a candidate to fill a position, the Employer shall consider qualifications and/or ability, knowledge and skills required by **the position**.
- 23.05 Should the successful candidate vacate the position **within six (6) months**, **the** Employer shall not be required to post the position for competition. **The Employer** shall offer the position in ranking order to **other** qualified candidate(s) who were interviewed for the competition.

- 23.06 **Regular** full-time employees are not eligible to **apply** for term vacancies.
- 23.07 Where a temporary vacancy **occurs** during the school year that is expected to last at least four **(4) months**, it shall be posted for a **minimum of five (5) working days** and will be filled by a term employee. A temporary vacancy of **less than four (4) months** shall not be posted and shall be filled by a casual employee.
- 23.08 Term opportunities filling behind an Itinerant EA or **an ASD** team member who is on **an approved leave** of absence will be **posted as** a “temporary **Itinerant EA**, or **ASD** assignment”. Regular **staff** shall have the right to **apply** to such vacancies.
- a) Regular staff shall not have their status changed while working in such an assignment;
 - b) On completion of the temporary assignment, the Educational **Assistant** will return to **his/her** previous position;
 - c) **Should** the Educational Assistant’s former position become surplus, the employee will **be** given the opportunity to choose a position during the staffing process that they will go to on completion of the Itinerant **EA** or **ASD** assignment.
 - d) **Any** other term opportunities to be filled in this manner shall be mutually agreed upon by the Employer and Union.
- 23.09 **Leaves as** provided for in this collective agreement which last for a full school year shall be filled by a term employee.
- 23.10 In order to **implement** the staffing provisions, the Employer may **place** a casual employee in a vacant or newly created position pending the staffing of the position in accordance with this Article.

ARTICLE 24 - VOLUNTARY TRANSFERS

- 24.01 A request for transfer to **an** equivalent hourly position shall be considered during the Spring/September staffing **process** as follows:
- (a) Employees wishing to be considered for a transfer shall notify the **Human Resources Officer (Administrative & Support Staff)** and the **Bargaining Unit** in writing by 1 May. Employees shall indicate their preference of **location(s)** and/or **position(s)** in their request.
 - (b) Principals may choose from among the employees on the **transfer** list to **fill** vacancies at their location.

- (c) A **transfer** request submitted by May 1 shall be active for the following school year.
- (d) **At any time prior** to being offered a transfer, an employee **can** rescind his/her request for transfer by notifying the Employer **and** the Bargaining Unit **in writing**.
- (e) An employee whose request for transfer is still active and who **is** offered a position as indicated on his/her transfer request shall be required to accept that position.

ARTICLE 25 - PROCEDURES FOR STAFFING AND PLACEMENT

Definitions:

- 25.01 (a) "Surplus Employee" shall mean an employee who has been displaced from his/her **position** through the staffing process, whose hours of **work are** reduced, or **whose** position has been eliminated.
- (b) "Qualified" shall mean an employee who possesses the necessary qualifications, and/or ability, knowledge **and** skills required of **an assignment**.
- 25.02 Should staffing changes within a location be **necessary**, the Principal shall schedule **an** individual meeting **with** each potentially surplus employee affected by the change(s).
- 25.03 (a) Principals will elicit input from Educational Assistants regarding **assignment preferences** for the following school year at their location.
- (b) Where staffing changes result from the creation of a **new position** within **the** school or location, the Principal **shall** consider each qualified employee currently working at the school or location **prior** to filling **the position** through **the staffing** process.
- (c) After considering all requests and the relevant qualifications and/or previous relevant experience of the employee(s), each employee shall be informed individually of his/her tentative assignment for the following school year.
- 25.04 Notification of tentative placement and/or surplus status shall occur by the end of **May** and shall be confirmed following the approval of the Board's budget.
- 25.05 The Union President shall receive a list which includes **the names** and locations of surplus employees on the **same** day as employees receive **their** notices.

Placement Process:

- 25.06 (a) In the event there is a reduction in the number of Educational **Assistant** assignments at a school or location, the employee(s) with the least system wide seniority working at the school or location shall be considered **surplus** provided the remaining employees are qualified.
- (b) In the event of a school or location closure, the employee(s) working at that school or location will be declared surplus.
- 25.07 (a) Surplus employees shall submit their preferences for placement to the **Human Resources Department** and shall have their names placed on a surplus list in **order** of descending seniority. The placement preference **form** will be provided by the **Human Resources Department** and will require each surplus employee to provide up-to-date information with respect to the employee's qualifications and/or ability, knowledge and skills.
- (b) The **Bargaining Unit President** shall be provided with a list of the vacancies to be used in the placement process.
- 25.08 (a) The **Human Resources Department**, in consultation with the respective Principals **and**, following discussion with surplus employees, shall place surplus employees in seniority order into vacancies for which they are **qualified**. Where the **Human Resources Department** determines the **employee** is qualified for more than one vacancy, the employee shall be **given** the option to select one of the positions identified.
- (b) Where no suitable regular position exists, the surplus employee may be **offered** a term position **that** is behind a full year leave of absence.
- (c) An employee shall be **given** the **opportunity** to attain or upgrade his/her qualifications in order to fulfill the requirements of the position. The qualifications must be obtained prior to the date the employee **starts in the position**. Should the employee agree to fulfill the requirements of the position and fail to do so prior to **assuming** the position, the employee shall be placed on recall and will be recalled to the first available position for which he/she is qualified.
- 25.09 **A** surplus employee not placed in accordance with Article 25.08 shall be **placed on a Temporary Redundancy List**.
- 25.10 Principals may choose **from** among the employees on the transfer list to **fill** vacancies at **their** location.
- 25.11 In the event there are surplus employees remaining on the Temporary Redundancy List the Employer shall follow the procedures **as** set out in Article 25.08.

Employees **who** are not placed **will** be declared redundant **and** be subject to **Article 26.02 (e)** (Layoff and Recall).

- 25.12 (a) **Remaining** vacancies will be posted in accordance with Article 23 (Job Postings).
- (b) **Any** subsequent regular vacancies resulting from the application of 25.12 (a) shall be filed on a regular basis.
- (c) Vacancies resulting from the **application of** 25.12 (b) shall be filled on a term basis.
- 25.13 (a) Where needs change in September **and** staffing adjustments must be made the procedures shall be as indicated in Articles 25.02, 25.03, 25.05, 25.06, 25.07, 25.08, and 25.09.
- (b) Employees who have been placed in a new location in accordance with Article 25.08 and 25.11 shall have the right to return to their previous location in the event that a regular vacancy for which the employee **is qualified** arises at their previous location by September 30 of the same calendar year.
- (c) Remaining vacancies will be posted in accordance with Article 23 (Job Postings).
- 25.14 An employee **placed** in a term position in accordance with Article 25.08 (b) will continue to be a regular employee with all entitlements. In the event the allocation is increased at the location where the employee has been placed, or the position held becomes a regular vacancy, the employee shall be considered regular to that location **subject** to qualifications, ability, knowledge and skills. Otherwise, at the end of the term, the employee will be **placed in** accordance with Article 25.08.

ARTICLE 26 - LAYOFF AND RECALL

26.01 Should the Employer propose to **amend staffing** requirements in a manner which would result in a layoff of employees, such proposals will be discussed by the Labour Management Committee **prior** to *my* formal notice being given to **affected** employees in accordance with Article 26.02 (c). The purpose of such discussions will be to consider possible alternatives to layoffs including, but not limited to, early retirements **and** leaves of absence.

26.02 Layoff

- (a) A layoff shall be defined as any reduction of the work force or of hours affecting bargaining unit employees.

- (b) In all cases of layoffs employee(s) will be laid off in reverse order of seniority ranking (including employees who are still **servicing** their probationary **period**), provided that **the** Employer may retain sufficient employees who possess the *necessary* qualifications and/or ability, **knowledge** and skill to perform the jobs available. Employees shall follow the process outlined in **Article 26.02 (e) and 26.02 (f)**.
- (c) Employee(s) affected by any layoff shall be provided with notice in accordance with the Employment Standards Act or one (1) **month**, whichever is greater.
- (d) Employees on layoff shall be entitled to **continuing** participation in the benefit plans in accordance **with** the Collective Agreement, provided **that** the employee pays the full premium payment for such **coverage** by pre-authorized debit **and** that the insurance policies **permit such coverage** to employees while on layoff.
- (e) In the event that (an) employee(s) is/are declared redundant, the employee(s), in order of seniority shall have the **right to displace** the most junior employee with an equivalent number of hours of work, **subject to** possessing the necessary qualifications and/or ability, **knowledge and skill** to perform the job.

An employee displaced shall follow the same procedure.

- (f) If there is not a more junior full-time employee to displace a full-time employee, the full-time employee shall have the right to **displace** the following employees, subject to possessing the necessary **qualifications** and/or ability, **knowledge and skill** to perform the job:
- i) the two most junior part-time employees **who** have less seniority **than** the full-time employee; **or**
 - ii) the most junior part-time employee who has **less seniority than** the full-time employee, and be **placed** on recall for the other **part** of their position; or
- the full-time employee may elect to:
- iii) change their status to become a part-time employee on a permanent basis; or
 - iv) be laid off.

The Employer shall not be required to alter the assignments to accommodate this provision. In the event the assignments do **not**

accommodate the employee, the employee shall not be **entitled** to both assignments.

- (g) **An** employee who does not obtain a position through this procedure **shall** be identified for layoff. Such employee shall be placed on the recall **list** in order of seniority **with the** most senior at the top,

26.03 Recall

- (a) In all cases of recall **after** layoff, employees **shall** be recalled in accordance **with** their seniority ranking provided **they** have the necessary qualifications, ability, knowledge **and** skill to perform **the** jobs available.
- (b) An employee who is **laid off** shall retain seniority **and right** of recall for the following period of months if the employee has the length of continuous service set below:

| <u>Period of Months</u> | <u>Service in Years</u> |
|-------------------------|--------------------------------|
| 12 | up to two (2) years |
| 24 | more than two (2) years |

- (c) Subject to Article 26.03 (a), no new employee shall be hired into **the** bargaining unit until all employees **within** the bargaining unit, **who are** on layoff have been recalled, subject to **necessary** qualifications, ability, knowledge and **skill** to perform the jobs available.
- (d) All employees eligible for recall shall file **with the** Employer and the **Bargaining** Unit President **their** most recent address **and** telephone number.
- (e) Employees shall have the right to refuse an offer of recall **that** is to a position of lesser equivalent **status** to that which they held when they were laid off, without **losing** their right of recall.

Term assignments shall be offered to employees on recall. **Employees** who accept term assignments **shall** retain their right of recall. An employee shall have the right to refuse a term assignment without **losing** his/her right of recall. The **period of** the **term** assignment **shall** be added to the recall **period**.

- (f) Subject to (e) above **an** employee who fails to report to work when recalled shall be deemed **to** have lost the right of recall.
- (g) Notice of recall shall be sent by registered mail to the last **address** recorded with the Employer by **the** employee requiring **the** employee to

report to work on a date not earlier than seven (7) work days after the date of such notice. If the employee does not reply within seven (7) work days or fails to report for work at the time and date specified in the notice, the employee shall be deemed unavailable and the next eligible employee shall be called.

- (h) Those persons not recalled by the end of the recall period, or who fail to report to work when required to do so in accordance with sub-paragraph (e) shall receive my severance payment to which he/she would normally be entitled in accordance with the Collective Agreement and/or the Employment Standards Act.
- (i) The Employer agrees to notify the President of the Union of the names, positions and work locations of all employees being laid off or recalled.
- (j) When a probationary employee is laid off and subsequently recalled, such employee shall be required to complete their probationary period.

ARTICLE 27 - JOB SHARING

27.01 The Employer agrees that two full-time employees, neither of whom are identified as being laid off, may choose to share a single full-time position provided the following requirements are met:

- (a) The application shall be made to the Superintendent of Human Resources on or before 1 April in the year prior to entering the plan. The proposed sharing arrangement shall be considered only upon written recommendation of the Principal(s) involved, and the Superintendent shall be assured to his/her satisfaction that the sharing arrangements result in the continued functioning of all duties involved in a position. Employees shall be notified prior to 15 May of the acceptance or denial of the job sharing request.
- (b) At the time of granting the leave, agreement in Writing shall be reached on the date of return to full-time assignments. The date may be extended by mutual agreement between the employees and the Employer.
- (c) The total salary paid shall not exceed the maximum rate for the classification level of the position and each job sharing partner shall receive an amount pro-rated to the percentage of the time worked.
- (d) An employee in the job sharing plan shall have benefits as per the provisions for part-time employees in Article 15 (Health Insurance and Pension Benefits),

- (e) **Credited experience shall continue as though the employee(s) were working full-time. The entitlement to sick leave, vacation leave, and holiday pay shall be prorated to the time worked by the employee.**
- (f) **The job sharing agreement shall not represent a promotion for either employee.**
- (g) **Subject to the Layoff and Recall provisions of this Collective Agreement, in the year following the job share, the employee holding the position which was shared shall have the right to be returned to that position if such position exists or to a comparable position, and to the same status as held prior to the job sharing.**
- (h) **Subject to the Layoff and Recall provisions of this Collective Agreement, in the year following the job share, the employee who transfers from one position to the shared position shall have the right to be returned to the original position if such exists or to a comparable position, and to the same status held prior to the job sharing. Such right of return shall be for a period of up to two (2) years. Following the two (2) year period, the employee shall be entitled to a comparable position.**

ARTICLE 28 - PERSONS/POSITIONS OUTSIDE THE BARGAINING UNIT

- 28.01 **Where a member of the Bargaining Unit successfully applies for a vacant position or a term position outside the Bargaining Unit, the Employer shall notify the Bargaining Unit of the employee's name and the date that the employee will commence duties in the new position.**
- 28.02 **Where a member of the Bargaining Unit accepts a permanent position outside the Bargaining Unit, he/she shall not have a right of return to a Bargaining Unit position.**
- 28.03 **A member of the Bargaining Unit who accepts a term position outside the Bargaining Unit with the Employer, for a maximum period of ten (10) months, shall have the right of return to his/her former position if it exists at the same location or a comparable position within the Bargaining Unit subject to the layoff and recall provisions. Such member shall continue to accumulate seniority while in the term assignment.**
- 28.04 **In the event a member of the Bargaining Unit accepts a term position in a non-affiliated position, for a maximum period of ten (10) months, all terms and conditions of the non-affiliated position shall apply to the member. The member will be required to continue to pay union dues during the term assignment.**

ARTICLE 29 - GRIEVANCE/ARBITRATION PROCEDURE

29.01 The **parties** recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the grievance arbitration procedure.

29.02 Definitions:

- (a) A "grievance" shall be defined as any dispute related to the **application, administration, interpretation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable,**
- (b) The parties to any grievance or arbitration under this provision shall be defined as:
 - (i) **the Bargaining Unit**
 - (ii) **the Board.**
- (c) For the purposes of this Article, the definition of day shall be **the normal days worked by a member.**

29.03 An employee **who** has a complaint relating to the interpretation, **application, administration, or alleged violation of this Collective Agreement** shall, whenever practicable, discuss the complaint with the Principal or immediate Supervisor **and attempt** to resolve the matter informally. **If the discussion does not result in the satisfactory settlement of the complaint within five (5) days, the Bargaining Unit, on behalf of the employee, may submit a grievance as provided herein.**

29.04 A grievance dealing with the dismissal of an employee, subject to Article 12 (Discipline and Discharge), **may** be submitted directly to **Step 2 of the grievance procedure,** within ten (10) working days of the employee being officially **advised of dismissal,**

29.05 Individual Grievance

Step 1

A grievance(s) must be submitted in writing, signed by the President, to the Superintendent of Human Resources or **designate** within **twenty (20) days** of the time the grievor became **aware,** or should have been **aware,** of the circumstance(s) or relevant facts giving rise to the grievance. The written **grievance** shall set **out the name of the grievor, the facts of the grievance, including the date(s) on which the alleged incident(s) occurred, the provisions of the Collective Agreement alleged to have been violated, the remedy(ies) or relief being sought.**

The Superintendent or designate shall respond to the grievance in writing within five (5) days of the receipt of the grievance.

29.06 Step 2

Failing settlement at Step 1, the grievance may be submitted in writing to the Director of Education within ten (10) days of the receipt of the response from the Superintendent of Human Resources or designate. Within ten (10) days of receipt of the grievance a meeting will take place with the committee of management representing the Director of Education.

A written response will be provided to the Bargaining Unit from the Director of Education or designate within five (5) days of the meeting. The requirement to hold a meeting may be waived, by mutual consent of the parties, in which case the written response will be provided within five (5) days.

29.07 Step 3

Failing settlement at Step 2, the Union may submit the grievance to arbitration within ten (10) days of receipt of the response, in accordance with the provisions outlined below.

29.08 Policy Grievance

The Union and the Board shall have the right to file a policy grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement which affects a group of employees or the entire membership. A policy grievance shall proceed directly to Step 2 to the Union or the Director of Education, as applicable.

A policy grievance must be submitted within twenty (20) days of the time the grieving party became aware, or should have been aware, of the circumstances or the relevant facts giving rise to the grievance.

29.09 Grievance Mediation

At any stage in the grievance procedure, the Parties by mutual consent in writing may elect to attempt to resolve the grievance by using grievance mediation. The Parties shall agree on the individual to be the mediator.

The timelines in the grievance procedure shall be frozen at the time the Parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either Party to the other Party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

29.10 Arbitration

A grievance which is not settled through the grievance procedure outlined in the foregoing provisions may be submitted for binding arbitration pursuant to the Ontario Labour Relations Act, provided the grieving party shall provide **written** notice to the **other** party within ten (10) **days of** receipt of the response at Step 2 of its intention to refer the matter to arbitration.

The **party** desiring arbitration shall notify the other **party** **in writing** of its **desire** to **submit** the difference or allegation to arbitration. The grievance **shall** be submitted to a **mutually agreed** upon single arbitrator. Should the **Parties** fail to **agree upon an** Arbitrator within twenty (20) working days of receipt of the **written** notification of desire to move to arbitration, the appointment **shall be** made by the Minister of Labour upon the request of either **party**. Upon **written request** of either Party, the grievance shall be submitted to a Board of Arbitration.

In the **event** either **party** submits a grievance to **an** Arbitration Board, **the** notice shall **contain** the name of the first Party's nominee to **an** Arbitration Board. **The** recipient of the notice shall, within seven (7) days, **inform** the other Party of **the** name of its nominee to the Arbitration Board. The two nominees so selected **shall**, within **fifteen (15) days** of the appointment of the second of **them**, **appoint a** **third** person who shall be the Chairman. If **the** recipient of the **notice** fails to appoint an Arbitrator, or if the two nominees fail to agree upon a **Chairman** within the **time** limit, **the** appointment shall be made by **the** Minister of Labour *for* Ontario upon the request of either Party.

- 29.11 Each of the **Parties** **shall** bear one-half (1/2) the expenses of the Arbitrator. In the event of an Arbitration Board, **each** of the parties **shall** bear the **expense of** its own appointee to the Arbitration Board **and** one-half the expenses of the Chairperson of the Arbitration Board. **The** parties shall pay their **own** expenses of appearing at the hearing of the Arbitration Board.
- 29.12 No person **shall** be appointed as **an** Arbitrator or to a **Board** of Arbitration **who** has been **involved** in **an** attempt to resolve the grievance or **has** been a **party to** the negotiation of this collective agreement.
- 29.13 The Arbitrator or Board of Arbitration shall not make any decision **which is** **inconsistent** with the **provisions** of this Collective Agreement or which would **add to**, alter, modify, or otherwise amend any **part** of this Collective **Agreement**.
- 29.14 (a) All time limits fixed herein for the grievance procedure **may** be extended only **with** the written consent of the parties.
- (b) One or more of **the** steps in the grievance procedure may **be omitted** with the written consent of the parties, with respect to the processing of a particular grievance.

- (c) **If at any stage of the grievance arbitration procedure the party submitting the grievance fails to process the grievance in compliance with a time limit fixed herein (or such extension as may have been confirmed by the written consent of the parties), the grievance shall be deemed to have been abandoned.**
- (d) **If at any stage of the grievance arbitration procedure the party in receipt of the grievance fails to process the grievance in compliance with a time limit fixed herein (or such extension as may have been confirmed by the written consent of the parties), the party submitting the grievance may proceed directly to the next step in the procedure.**
- (e) **A grievor's attendance at a meeting at any stage of the grievance procedure, including arbitration, shall be without loss of pay or any other entitlement when such a meeting is scheduled during the work day.**

ARTICLE 30 - PUBLIC HOLIDAYS

30.01 The following will be recognized as paid holidays to be paid for at the regular rates:

| | |
|-----------------------|------------------|
| New Year's Day | Canada Day |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |

Any other day that may be proclaimed by law as a statutory holiday.

30.02 Notwithstanding Article 30.01, the holiday pay paid to term and casual employees under this Article for a given public holiday shall be in accordance with the calculation provided for in the Employment Standards Act, that is:

- (a) the total amount of regular wages and vacation pay payable to the employee in the four work weeks before the work week in which the public holiday occurred, divided by 20; or
- (b) if some other manner of calculation is prescribed, the amount determined using that manner of calculation.

30.03 Where a statutory holiday falls other than on a scheduled work day the Employer may designate some other day upon which to observe the holiday or the Employer may elect to pay the employee as though it had fallen on a regular working day.

- 30.04 Where a statutory holiday falls during an employee's approved **vacation leave period**, it shall not be deducted ~~from the~~ employee's vacation entitlement.
- 30.05 Employees shall not receive holiday pay if they fail, **without** reasonable cause, to work all of their last regularly scheduled day of work before ~~the~~ public holiday or all of their first regularly scheduled **day** of work after the public holiday.

ARTICLE 31 - VACATIONS

- 31.01 **Annual** school year salaries as set out in this Collective Agreement, pro-rated for part-time employees, include vacation pay in that employees *are* paid for **but** are not required to work during the Christmas Holidays or mid-winter break. **If** those holidays and break require more or fewer than ten (10) days vacation (in ~~the~~ calculation of which Christmas Day, Boxing Day, New **Year's** Day, Good Friday, Easter Monday, and ~~Christmas~~ Leave Adjustment bays **as** may be **granted by the** Employer, shall be excluded), the employees shall receive the **appropriate** adjustment to the additional vacation days.
- 31.02 Regular employees shall be entitled to additional annual vacation days **with pay**, prorated for part-time employees, as follows:

| Service (as at 1 September) | Additional Days |
|-----------------------------|-----------------|
| 0-5 years | 2.50 |
| 6 | 3.33 |
| 7 | 4.16 |
| 8 | 5.00 |
| 9 | 5.83 |
| 10 | 6.67 |
| 12 | 7.50 |
| 14 | 8.33 |
| 16 | 9.16 |
| 18 | 10.83 |
| Over 35 | 15.00 |

provided ~~that~~ in no **case** shall any employee receive less than the amount to which ~~an individual is~~ entitled under the Employment Standards Act.

- 31.03 Vacation credits shall not accrue **during** any month in which an employee **does** not work and is not paid for at least one-half the available working days in the **month**. Vacation entitlements in accordance **with** Article 31.02 shall be prorated accordingly.
- 31.04 Term employees who **work** for a full school year shall be entitled to vacation in accordance **with** this article.

31.05 Educational Assistants are expected to participate in Professional Learning **Community** activities and/or training programs on professional activity days. **Employees** may be permitted/required to take vacation leave on two (2) other Professional Activity Days designated by the Employer. Following consultation with employees, the Employer reserves the right to determine the periods during which days of vacation may be scheduled.

In the event an employee is not able to *take* vacation **leave** because of operational requirements, any monies owing for any unused vacation **leave shall be paid** to the **employee** by the first pay in June. Vacation scheduled for June will be deducted from the pay out and no further vacation will be granted after May 1.

31.06 An employee who is confined to hospital, or **who** suffers a bereavement in the immediate family during scheduled vacation shall, **upon** presentation of **acceptable** verification, be permitted to reschedule an equivalent number of vacation days at a time mutually agreed upon between the employee and the **appropriate** supervisor. The Employer **reserves** the right to request verification.

ARTICLE 32 - HEALTH AND SAFETY

32.01 The parties recognize that the Joint Health and Safety Committee, as established by the Employer, **is governed** by the Occupational Health and Safety Act and Regulations. The parties further recognize Educational Assistants Unit representation on this committee in accordance with Article 8.03 (Bargaining Unit Representation).

While alleged violations of the legislation will not be grievable, the parties will **co-operate** to facilitate **my** required corrective measures as provided for by the Act.

32.02 The Administering Medication to Students, Procedure **PR.547.SCO**, as established by the Employer **and as** amended from time to time shall **apply to all employees** covered by this Agreement.

32.03 When employees are required to assist in **managing** student behaviours, they will **follow** procedures and/or guidelines **as** established by the Employer, and as amended from time to time.

32.04 The parties agree that issues of concern regarding health **and safety** may be referred to **the** Labour-Management Committee as established under Article 8.02(b) (Bargaining Unit Representation).

ARTICLE 33 - HUMAN RESOURCES FILES

- 33.01 (a) An employee shall have access during normal business hours, or **such** other time **as may** be arranged, to the **Human Resources** file that relates to the employee. **Such** access shall be granted with twenty-four (24) hours advance notice upon and in the presence of a **Human Resources Officer** or other person(s) designated by the Director of Education.
- (b) An employee shall receive a copy of **any** documentation placed in her/his **Human Resources file** which may raise an issue of concern with respect to performance or be detrimental to the employee.
- An employee shall have the right to respond in **writing** to **any** document contained in or to be placed in the employee's **Human Resources** file or records. The **written** response by *the* employee shall become **part** of the employee's permanent **Human Resources** record.
- (c) Where the Employer is required to furnish information on an employee to an outside agency by a court order or legislative requirement, **the** employee will be notified that **this information has** been requested **and has** been or will be provided.
- 33.02 **Access** to and the disclosure of any personal information on **an employee** shall be governed by the **provisions** of the Ontario Municipal Freedom of Information and Protection of Privacy Act.
- 33.03 **Upon** the employee's request, the Employer shall **remove** any disciplinary report after five (5) years (excluding leaves) provided there has been no disciplinary action in the interim. However, documents related to discipline **in cases of** harassment or abuse (including sexual or physical **misconduct** of any **kind**) shall not be removed.

ARTICLE 34 - PROFESSIONAL DEVELOPMENT

- 34.01 The Employer shall allow **the** Bargaining Unit to sponsor Employer-approved education functions such as seminars, workshops, lectures, etc. to **be held** on the Employer's **premises** during the employees' lunch period or following the **regular** working day, and on Employer-designated **Professional Activity** Days.
- 34.02 Subject to **the** approval of the Superintendent, a regular or term employee may attend a relevant seminar or conference or attend a teacher-sponsored **Board** Professional Activity **Day**. The Employer will pay **the employee as if in** continuing employment for such approved days.

34.03 By 31 October each year the Employer will provide \$10 per full-time equivalent regular employee for purposes of a professional development fund.

The Bargaining Unit will provide an annual written report and account to the Employer as to the use of these funds not later than 30 June of each year.

ARTICLE 35 - GENERAL

35.01 All correspondence between the Employer and the Bargaining Unit arising out of this Agreement, or incidental thereto, shall pass to and from the Superintendent of Human Resources or designate and Me President of the Bargaining Unit.

35.02 Harassment

Procedure PR.541.HR (Alleged Harassment/Abuse of Employee), as established by the Employer and as amended from time to time, shall apply to employees covered by this Collective Agreement.

35.03 Respectful Workplace

Procedure Pr.652.HR (Respectful Workplace), as established by the Employer and as amended from time to time, shall apply to employees covered by this Collective Agreement.

35.04 Inclement Weather

Procedure PR.563.HR (Inclement Weather), as established by the Employer and as amended from time to time, shall apply to employees covered by this Collective Agreement.

35.05 Travel and Compensation

Employees who are authorized to use their own vehicles on Employer business shall be paid an allowance at the Board-wide rate per kilometer as approved by the Employer.

Employees shall not use their vehicle to transport students.

35.06 Assignment of Duties

An employee's duties in a school shall not be altered without prior consultation between the employee and the Principal.

35.07 Performance Appraisals of Other OSSTF Members

A member of the **EA Bargaining Unit** as defined in **Article 3 (Recognition)** shall **not** be required by the Board to **make any appraisal on** the performance of a member of another OSSTF bargaining unit.

35.08 Liability Insurance

The Employer agrees to continue liability insurance **and to make** available to the Union the portions of policies that provide protection for **employees**.

35.09 Casual Educational Assistant

The parties agree that it is **not** the responsibility of **an Educational Assistant** to arrange for a Casual Educational Assistant.

35.10 Storage of Personal Effects

The Employer shall ensure that each employee shall be provided a **place at** their worksite to permit secure storage of the employee's **personal effects**.

ARTICLE 36 - FAMILY MEDICAL LEAVE

36.01 In accordance with the Employment Standards Act an employee will be entitled to **Family Medical** Leave without pay for **up to eight (8)** weeks.

Entitlement to Leave

- (a) An employee is entitled to a leave of **absence** without **pay** of **up to eight (8)** weeks to provide care or **support** to **an** individual described in **36.01 (b)** if a qualified health practitioner **issues** a certificate stating that the individual has a serious medical condition with a **significant risk of** death occurring **within** a period of twenty-six (26) weeks.
- (b) Article 36.01 (a) applies in respect to family members as **defined** in the Employment Standards Act, 2000.
- (c) The employee may begin a **leave under this article** no earlier **than** the first **day** of the week in which the period referred to in **36.01 (a)** begins.
- (d) **The** employee **may** not remain on a leave under **this** section after the earlier of **the** following dates:
 - (i) The last day of **the** week **in** which the individual in **36.01 (b)** dies;

- (ii) **The last day of the week in which the period referred to in 36.01 (a) ends.**
- (e) **For the purposes of this article, “week” means a period of seven consecutive days beginning on Sunday and ending on Saturday.**
- (f) **An employee may take a leave under this article only in periods of entire weeks.**
- (g) **If two or more employees take leaves under this article in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed eight weeks during the period referred to in 36.01 (a) that applies to the first certificate issued.**
- (h) **An employee who wishes to take leave under this article shall advise the employer, in writing, that he or she will be doing so. If the employee must begin the leave before advising the employer, the employee shall advise the employer of the leave, in writing, as soon as possible after beginning the leave. Notwithstanding this provision, an employee must report daily absences to their supervisor.**
- (i) **If requested by the employer, the employee shall provide the employer with a copy of the certificate referred to in 36.01 (a)**
- (j) **If an employee takes a further leave, in the event death did not occur within the 26 weeks, the employer may request a copy of the required certificate as provided for under this legislation.**

36.02 General Provisions for Family Medical Leave

- (a) **Crediting of experience for salary placement purposes shall continue during my term of Family Medical Leave.**
- (b) **Seniority shall continue during any term of Family Medical Leave.**
- (c) **The Employer agrees to continue to pay the employer’s portion of benefits and applicable pension premiums during the Family Medical Leave provided the employee agrees to pay the employee’s portion of premiums by pre-authorized debit.**
- (d) **Sick leave and vacation leave credits shall accumulate for the employee during the time of Family Medical Leave.**
- (e) **Subject to the Layoff and Recall provisions of Article 26 the Employee shall return to his/her previous position, if it exists, or a comparable position.**

- (f) The period of an employee's leave shall not be included in determining whether he/she has completed the probationary period under Article 11 (Probationary Period).

ARTICLE 37 - CONTRACTING OUT

- 37.01 No Bargaining Unit employee shall be laid off, or suffer a reduction in normally scheduled hours of work, as a result of the Board contracting out any of its work or services.

ARTICLE 38 - EMPLOYEE ACCOMMODATION

- 38.01 Where an employee is identified as requiring an accommodation, the Employer and the Bargaining Unit shall consult to seek an appropriate accommodation for that employee.

ARTICLE 39 - CRIMINAL BACKGROUND CHECKS

- 39.01 The Board is required to collect criminal background checks on its employees in accordance with the regulations of Ontario.
- 39.02 The Board shall ensure that all records and information (including Offence Declarations and CPIC records) obtained pursuant to the Education Act and Regulations are stored *in* a secure location and in a confidential manner,
- 39.03 Any disciplinary action related to the criminal background checks or the Offence Declarations required may be the subject of a grievance.

"APPENDIX A"

SALARY SCHEDULE**Effective 1 September 2008**

| | Step 1 | Step2 | Step3 | Step4 | Step5 | Step6 | Step7 |
|----------------|---------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Hourly: | \$20.52 | \$21.36 | \$22.26 | \$23.25 | \$24.24 | \$25.22 | \$26.24 |

Casual Employees : \$ 19.73 per hour + 4% vacation pay

Term Employees who work less than the school year: \$19.73 per hour + 4% vacation pay

Term Employees who work a full school year shall be paid at **Step 1** of the Salary Schedule.**SA SCHEDULE****Effective 1 September 2009**

| | Step1 | Step2 | Step3 | Step4 | Step 5 | Step6 | Step7 |
|----------------|--------------|--------------|--------------|--------------|---------------|--------------|--------------|
| Hourly: | \$21.14 | \$22.00 | \$22.93 | \$23.95 | \$24.97 | \$25.98 | \$27.03 |

Casual Employees: \$ 20.32 per hour + 4% vacation pay

Term Employees who work less than the school year: \$20.32 per hour + 4% vacation pay

Term Employees who work a full school year shall be paid at **Step 1** of the Salary Schedule.

"APPENDIX A"

SALARY SCHEDULE**Effective 1 September 2010**

| | Step 1 | Step2 | Step3 | Step4 | Step5 | Step6 | Step7 |
|----------------|---------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Hourly: | \$21.77 | \$22.66 | \$23.62 | \$24.67 | \$25.72 | \$26.76 | \$27.84 |

Casual Employees : \$20.93 per hour + 4% vacation pay

Term Employees who work less than the school year: \$20.93 per hour + 4% vacation pay

Term Employees who work a full school year shall be paid at Step 1 of the Salary Schedule.

SALARY SCHEDULE**Effective 1 September 2011**

| | Step 1 | Step 2 | Step 3 | Step4 | Step5 | Step6 | Step7 |
|----------------|---------------|---------------|---------------|--------------|--------------|--------------|--------------|
| Hourly: | \$22.42 | \$23.34 | \$24.33 | \$25.41 | \$26.49 | \$27.56 | \$28.68 |

Casual Employees : \$21.56 per hour + 4% vacation pay

Term Employees who work less than the school year: \$21.56 per hour + 4% vacation pay

Term Employees who work a full school year shall be paid at Step 1 of the Salary Schedule.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS COLLECTIVE AGREEMENT TO BE SIGNED IN THEIR RESPECTIVE NAMES BY THE RESPECTIVE REPRESENTATIVES THEREUNTO DULY AUTHORIZED, AS OF THIS _____ DAY OF _____, 2009.

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION District 25 - Educational Assistants

Lynn Scott
Lynn Scott
Chair of the Board

Cindy Dubue
Cindy Dubue
President, OSSTF - Educational Assistant

Lyall M. Thoms
Lyall M. Thoms
Director of Education/Secretary of the Board

Cheryl Cayell
Cheryl Cayell
Chief Negotiator

Janice McCoy
Janice McCoy
Superintendent of Human Resources

Susan Graham
Susan Graham
Collective Bargaining Committee

Cathy Nevins
Cathy Nevins
Superintendent of Instruction

Lawrence LeBlanc
Lawrence LeBlanc
Collective Bargaining Committee

Anna O'Dacre
Anna O'Dacre
Labour Relations Officer

Nathalie McLaurin
Human Resources Officer

Brenda Nothnagel
Brenda Nothnagel
Labour Relations Administrator

Sharon Kelly
Sharon Kelly
Human Resources Administrator

LETTER OF UNDERSTANDING

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Educational Assistants

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD


EMPLOYMENT INSURANCE REBATE

The ~~Employment~~ Insurance premium ~~rebate~~ normally paid to employees ~~shall~~ be retained by the Employer for the term of the collective agreement.

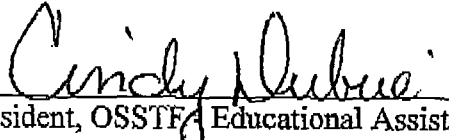
Renewal signed in the City of Ottawa this 23 day of October 2009.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD


THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
District 25 - Educational Assistants



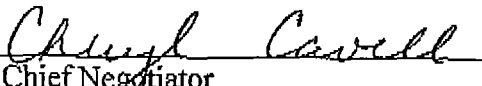
Chair of the Board



President, OSSTF Educational Assistants



Director of Education



Chief Negotiator

LETTER OF UNDERSTANDING

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Educational Assistants

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

PAY EQUITY

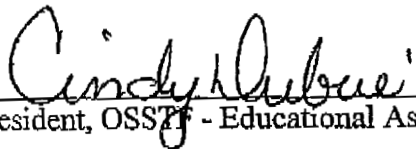
The parties agree that if pay equity adjustments are determined to be owing at some point in the future, any increases to job rate negotiated in collective bargaining will be credited towards those pay equity adjustments.

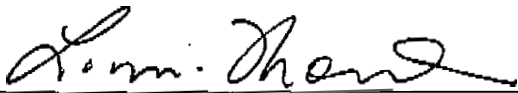
Renewal signed in the City Ottawa this 23 day of October 2009.

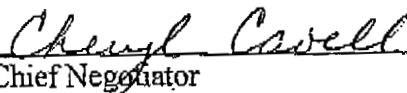
THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
District 25 - Educational Assistants


Chair of the Board


President, OSSTF - Educational Assistants


Director of Education


Chief Negotiator

LETTER OF UNDERSTANDING

Between.

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Educational Assistants

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

VIOLENCE COMMITTEE

The parties agree to form a committee consisting of three (3) members from the Union and three (3) members from the Board to:


1. Review existing policies and procedures related to workplace violence;
2. Recommend amendments as required;
3. Recommend training programs and other measures to address workplace violence;
4. Review the recommendations of the Provincial Violence Committee and consider the implications for the Ottawa-Carleton District School Board and the EA Bargaining Unit.

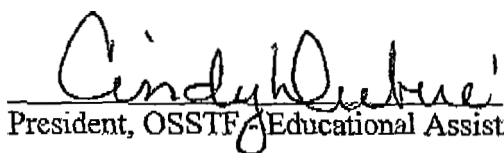
The Committee shall meet within three (3) months of ratification of this agreement. This Committee shall fulfill its mandate within one (1) year of first meeting unless mutual agreement is reached to continue for a defined period of time.

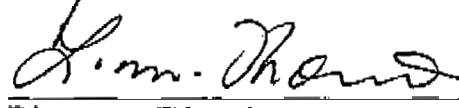
Signed in the City of Ottawa this 23 day of October 2009.

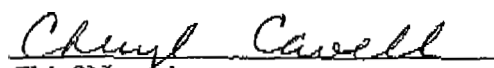
THE OTTAWA-CABLETON DISTRICT
SCHOOL BOARD

THE ONTARIO SECONDARY
SCHOOL, TEACHERS' FEDERATION
District 25 - Educational Assistants


Chair of the Board


President, OSSTF Educational Assistants


Director of Education


Chief Negotiator

LETTER OF UNDERSTANDING

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Educational Assistants

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

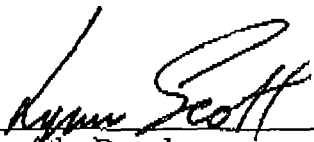
PROFESSIONAL DEVELOPMENT ALLOCATION

The Board will receive in 2008-2009, a one time allocation for professional development and training for support workers. The proportionate share of money for the bargaining unit as provided by the Ministry of Education will be turned over to the bargaining unit no later than December 31, 2008. The total amount based on the agreed FTE of 610 as per the 2006-07 Financial Statements is \$163,144. The funds will be used by the bargaining unit to support the professional development of bargaining unit members. The Union agrees to indemnify and hold harmless the Board from any liability for accounting or income tax purposes.

Signed in the City of Ottawa this 23 day of October 2009.

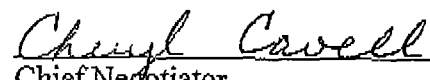
THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
District 25 - Educational Assistants


Chair of the Board


President, OSSTF Educational Assistants


Director of Education


Chief Negotiator

LETTER OF UNDERSTANDING

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Educational Assistants

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD


JOINT COMMITTEE - TRAINING & DEVELOPMENT

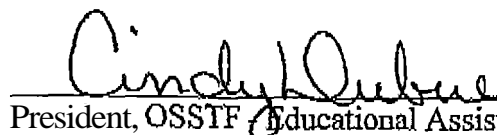
The Board and the Bargaining Unit agree to form a joint committee consisting of up to three (3) representatives of the Board and up to three (3) representatives appointed by the Bargaining Unit to discuss and provide input into professional development and training for members of this bargaining unit as identified by the PDT agreement. The committee shall begin meeting no later than January, 2009.


Signed in the City of Ottawa this 23 day of October 2009.


THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
District 25 - Educational Assistants


Chair of the Board


President, OSSTF Educational Assistants


Director of Education


Chief Negotiator

LETTER OF UNDERSTANDING

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Educational Assistants

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

STAFFING FUNDING ENHANCEMENT FOR 2011-12 –EDUCATIONAL ASSISTANTS

The parties agree that as at October 31, 2008, as per Appendix H, of the Ministry Estimates, the established FTE number is 591.0 FTE.

The parties agree to further validate this information with what the Board plans to submit as per Appendix H in its 2008-2009 Revised Estimates. The Board will provide the Union with the pertinent financial information.

The Board agrees that funding received from Ministry of Education for EA staff enhancements (*BIU Memo Appendix 12 - \$4,120,228*) will be applied in the following manner:

1. Recall the Educational Assistants who, as a result of declining enrolment in the Board, are on a recall list within the Board on or after September 1, 2008, subject to the remaining funds available under this enhancement;
2. Increase the number of hours worked by Educational Assistants up to seven (7) consecutive hours (excluding lunch) per day, subject to the remaining funds available to the Board under this enhancement.

The use of incremental hours for Educational Assistants must include scheduled supervision of students and/or after-school homework support. Nothing in this collective agreement shall prevent the Board from maintaining existing homework support programs operated by volunteers, unless stated otherwise in this collective agreement.

Principals shall have the flexibility to assign these incremental hours in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Educational Assistants' working conditions.

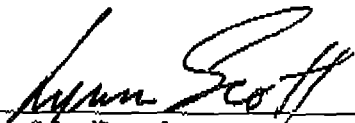
The Board will meet with the Union in the **Spring** of 2011 to review the actual funding received and **application** for this enhancement. The meeting shall include *the* local **Bargaining Unit President** and a Provincial Representative.

This letter shall *expire* on August 30, 2012.

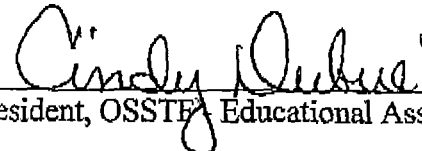
Signed in the City of Ottawa this 23 day of *October* 2009.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

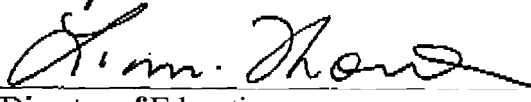
THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
District 25 - Educational Assistants




Chair of the Board



President, OSSTF Educational Assistants



Director of Education



Chief Negotiator

LETTER OF UNDERSTANDING

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Educational Assistants

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD


PROVINCIAL SWAG COMMITTEE

The parties agree to meet within thirty (30) days of publication of the results of this committee in order to review any recommendations/document(s) and consider the implications for the Ottawa-Carleton District School Board and the EA Bargaining Unit.

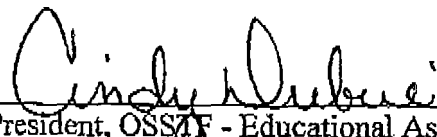
Signed in the City of Ottawa this 23 day of October 2009.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD


THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
District 25 - Educational Assistants



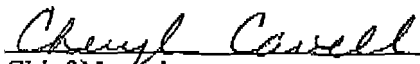
Chair of the Board



President, OSSAF - Educational Assistants



Director of Education



Chief Negotiator

LETTER OF UNDERSTANDING -

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Educational Assistants

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

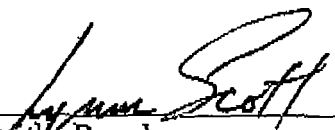
PROTOCOL RE: EXTERNAL AGENCIES

The parties agree to meet within thirty (30) days of the publication of the Provincial Protocol Template in order to review the document and determine an implementation strategy for the Ottawa-Carleton District School Board and the EA Bargaining Unit.

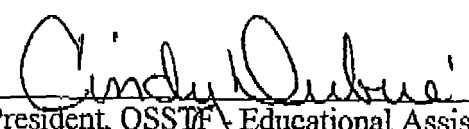
Signed in the City of Ottawa this 23 day of October 2009.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
District 25 - Educational Assistants



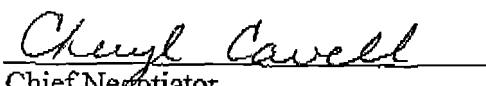
Chair of the Board



President, OSSTF - Educational Assistants



Director of Education



Chief Negotiator

LETTER OF INTENT

SKILL SHORTAGE ALLOWANCE

In the event there is a Board requirement to utilize the skills of employees who hold Level 8 or above in American Sign Language qualifications in the course of their employment assignment, the parties agree the rate of pay shall be \$1.00 above the maximum hourly EA rate.

Bargaining Unit members who hold the required qualifications and who have expressed an interest in such assignment will be given first consideration.

The Parties further agree that Section 8(1) e) and 8(2) of the Pay Equity Act have been met. Furthermore, if there is a complaint which is supported by the Review Officer, the parties agree that the salary **Will revert to the previous pay rate on the grid.**

LETTER OF INTENT

BENEFIT PREMIUMS

The parties agree to meet to explore alternatives to the current scheduling of deductions of the Employee's share of all annual benefit premium deductions. Such meetings shall include, but not be limited to, examining the implementation of equal deductions spread over the ten month work period. The meetings shall begin by March 2009 and be completed by June 2009.

LETTER OF INTENT

HOURS OF WORK

The parties hereby agree to **continue the implementation of the hours of work** as follows:

7.0 hour Education Assistants remain at 7.0 hours **per** day;

7.0 hour Youth Counselor (former CBE) remains at 7.0 hours **per** day.

7.0 hour employees whose hours are not reduced shall retain **this** status for the **term** of **this** collective agreement. During the term of **the collective agreement, the** employer **shall** have **the right to determine** the **placement of 7.0 hour employees based on** system needs.

In the event that an employee voluntarily vacates the **position, the position shall** revert to **6.6 hours.**

Handwritten initials and date: 20/11/10